

MEMORANDUM OF AGREEMENT
between
THE STATE OF NEW JERSEY
and
COUNCIL OF NEW JERSEY STATE COLLEGE LOCALS, AFT, AFL-CIO

This constitutes the Memorandum of Agreement made and entered into this ___ day of _____ 2020, by and between the State of New Jersey (the “State”) and the Council of New Jersey State College Locals, AFT, AFL-CIO (the “Union”).

It is understood and agreed that the Collective Negotiations Agreement covering the employees represented by the Union in the State Colleges/Universities Unit that was in effect from July 1, 2015 through June 30, 2019 is hereby renewed for the term of July 1, 2019 through June 30, 2023, except as modified by the following Tentative Agreements reached between the parties enumerated below and attached hereto:

1. Article I: Recognition and Definition of Terms (Section A)
2. Article VI: Dues Deduction (Sections A and B and New Section D)
3. Article VII: Grievance Procedure (Section K)
4. Article VIII: Union-Employer Information Exchange
5. Article X: Union Rights
6. Article XI: Employee Rights (Section C)
7. Article XII: Faculty Responsibilities (Section B)¹
8. Article XIII: Appointment and Retention of Employees (Sections C, E and O)
9. Article XIV: Promotional Procedure (Section D)
10. Article XV: Resignation, Reassignments, Retirement (Section B)
11. Article XVI: Professional Staff (Sections D and H)
12. Article XIX: Health Benefits Program, Prescription Drug Program, Dental Care Program, Eye Care Program and Maintenance of Benefits²
13. Article XX: Compensation for Outside-Funded Activities
14. Article XXI: Salary and Fringe Benefit Agreement for July 1, 2019 to June 30, 2023
15. Article XXIV: Vacation—Sick Leave (Section D)
16. Article XXVI: Leaves of Absence (New Section H)

¹ Although the State agreed to withdraw its proposal regarding Article XII.C.2, the parties respectively preserve their positions with respect to Article XII.C.2 and the State’s agreement to withdraw same shall not be construed in any way to limit the State’s position regarding the applicability of Article XII.C.2.

² The parties have agreed to the framework in the attached “Health Benefits and Prescription Drug” document that was provided for informational purposes only during negotiations. The parties will work collaboratively on mutually agreeable language that will be included in the July 1, 2019 through June 30, 2023 Collective Negotiations Agreement to replace Sections A and B of Article XIX: Health Benefits Program, Prescription Drug Program, Dental Care Program, Eye Care Program and Maintenance of Benefits and Letter of Agreement IV: Health Benefits in Retirement, as applicable.

17. Article XXVIII: Tuition Reimbursement (Sections A and C)
18. Article XXIX: Personnel Files (Sections E and J)
19. Article XXXIII: Intellectual Property and Scholarly Works
20. Article XXXIV: Online Courses
21. Article XLII: Negotiation Procedures (Section A)
22. Article XLIII: Duration and Termination
23. Article I: Contracts for Full-Time Professional Staff (Non-Faculty) of Appendix I: Multi-Year Appointments for Full-Time Professional Staff (Section F)
24. Letter of Agreement IX: Tuition Waiver for Dependent Children, Spouses and Parties to a Civil Union
25. New Letter of Agreement XIV: Non-Tenured Track Teaching Positions³

In addition, for inclusion in this Memorandum of Agreement only:

1. The State agrees that it will provide the Union, upon request, with a list of employees who are not excluded by the recognition clause and who previously were not included in the collective negotiations unit. The Union may identify anyone on the list who it believes belongs in the collective negotiations unit, and in the event the Parties agree and/or it is properly determined that any such employees belong in the collective negotiations unit, the Parties further agree that they shall separately negotiate the terms and conditions of employment applicable to those employees.
2. If Thomas Edison State University, Ramapo College, or Stockton University decide to utilize a Department Chairperson then that College/University would be subject to the provisions of Article XVIII: Department Chairpersons.⁴

Any language in the parties' July 1, 2015 through June 30, 2019 Collective Negotiations Agreement not expressly modified by the attached agreements will remain unchanged in the parties' July 1, 2019 through June 30, 2023 Collective Negotiations Agreement, except to the extent that minor changes may need to be made because of changes to other provisions.

³ The references to 35 percent of the regular tenure-track faculty lines at a College/University at Section B of New Letter of Agreement: Non-Tenured Track Teaching Positions XIV is limited to the regular tenure-track faculty lines at a College/University who work within the State of New Jersey.

⁴ Although the State withdrew its proposal regarding this article, it is the State's position that its proposal solely sought to clarify existing contract language.

This Memorandum of Agreement is subject to ratification by the Union's membership and approval by the Governor of the State of New Jersey.

All other proposals, not listed above, submitted by either party during the course of these negotiations are deemed withdrawn and without effect.

TENTATIVE APPROVAL ON BEHALF OF:

DATED:

DATED:

THE STATE OF NEW JERSEY

FOR THE COUNCIL OF NEW JERSEY
STATE COLLEGE LOCALS, AFT,
AFL-CIO

By: _____

By: _____

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
Tentative Agreements**

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ARTICLE I

RECOGNITION AND DEFINITION OF TERMS

A. The STATE, by the Office of Employee Relations, and the State Colleges/Universities hereby recognize the UNION as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit embracing all nine State Colleges/Universities, the composition of which is described as follows:

Included:

- 1. Teaching and/or research faculty**
- 2. Department chairpersons**
- 3. Administrative staff (non-managerial)**
- 4. Librarians**
- 5. Student personnel staff**
- 6. Demonstration teachers**
- 7. Demonstration Specialist – A. Harry Moore School**
- 8. Professional academic support personnel (holding faculty rank)**
- 9. Part-time personnel employed in categories 1-8 above who (a) are employed in regular, recurrent positions, (b) work at least half of a full load, and (c) are employed on either a one-year contract or on at least a second half-year contract occurring during any two consecutive academic years.**
- 10. Members of the State Colleges/Universities Unit who teach summer session. (Inclusion of such employees in the negotiations unit shall not in any way alter the current rights, benefits or duties of such employees except as specifically indicated in this Agreement.)**
- 11. Non-tenure track teaching positions (including, but not limited to, Lecturers and Clinical/Instructional Specialists).**

Excluded:

- 1. College/University President and Vice President**
- 2. Deans, Associate and Assistant Deans and other managerial executives**
- 3. Secretarial staff**

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
State's Proposal
March 29, 2019**

~~1 fees and assessments and available to or benefiting only its members, but in no event
2 shall such fee exceed 85% of the regular membership dues, fees and assessments.~~

~~3 **3. Deduction and Transmission of Fee**~~

~~4 After verification by the STATE that an employee must pay the representation fee,
5 the STATE will deduct the fee for all eligible employees in accordance with this Article.~~

~~6 The mechanics of the deduction of representation fees and the transmission of
7 such fees to the UNION will, as nearly as possible, be the same as those used for the
8 deduction and transmission of regular membership dues to the UNION.~~

~~9 The STATE shall deduct the representation fee as soon as possible after the tenth
10 day following reentry into this unit for employees who previously served in a position
11 identified as excluded or confidential, for individuals reemployed in this unit from a
12 reemployment list, for employees returning from leave without pay, and for previous
13 employee members who become eligible for the representation fee because of
14 nonmember status. For purposes of Section B., individuals employed on a 10-month
15 basis or who are reappointed from year to year shall be considered to be in continuous
16 employment.~~

~~7 The STATE shall deduct the representation fee from a new employee as soon as
18 possible after thirty (30) days from the beginning date of employment in a position in this
19 unit.~~

~~20 **4. Demand and Return System**~~

~~21 The representation fee in lieu of dues shall only be available to the UNION if the
22 procedures hereafter are maintained by the UNION.~~

~~23 The burden of proof under this system is on the UNION.~~

~~24 The UNION shall return any part of the representation fee paid by the employee
25 which represents the employee's additional pro-rata share of expenditures by the
26 UNION that is either in aid of activities or causes of a partisan political or ideological
27 nature only incidentally related to the terms and conditions of employment, or applied
28 toward the cost of any other benefits available only to members of the majority
29 representative.~~

~~30 The pro-rata share subject to refund shall not reflect, however, the costs of
31 support of lobbying activities designed to foster policy goals in collective negotiations
32 and contract administration or to secure for the employees represented advantages in
33 wages, hours, and other conditions of employment in addition to those secured through
34 collective negotiations with the public employer.~~

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
Tentative Agreements

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ARTICLE VI
DUES DEDUCTION

* * *

A.2. Dues deduction for any employee in the negotiating unit shall be limited to the UNION. Employees shall be eligible to withdraw dues deduction authorization for the UNION only as of January 1 and July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll check.

* * *

D. If after the College/University receives a proper notice from an employee revoking dues authorization, the College/University deducts union dues from the employee and transmits dues to the Union, the Union shall be solely responsible for returning to the employee any dues the Union improperly received.

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

Council of New Jersey State College
Locals, AFT, AFL-CIO

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ARTICLE VII
GRIEVANCE PROCEDURE

K. Discipline

4. Prior to the imposition of discipline, the affected employee will have the opportunity to meet with the Dean or Vice President and the right to be accompanied by a Union representative, if so requested.

54. Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of employees protected by such laws shall not be grievable under this Agreement.

DATED: 7/10/19

DATED:



State of New Jersey



Council of New Jersey State College
Locals, AFT, AFL-CIO



Full-time/Part-time Unit
Tentative Agreement

ARTICLE VIII
UNION-EMPLOYER INFORMATION EXCHANGE

(Sections A. - B. unchanged)

C. Each College/University agrees to furnish to the UNION and the Local UNION by October 15, 2018 and thereafter, February 1, June 1 and October 1 ~~+January 1, 2019 and every 120 calendar days thereafter~~ of each year a register of the employees covered by this Agreement. ~~Beginning July 1, 2018 and every 120 calendar days thereafter, each College/University shall provide an additional register of employees.~~ The registers shall be in digital form transmitted by e-mail. The information shall be in the form of an Access file or an Excel file, with the following fields:

1. Last Name
2. First Name
3. Street Address
4. City
5. State
6. Zip
7. Work Telephone Number
8. Home Telephone Number if on file with the College/University
9. Personal Cellular Telephone Number if on file with the College/University
10. Title
11. Salary
12. Salary Range
13. Salary Step
14. Annual Base Salary
15. Department
16. FTE
17. Sabbatical Leave
18. Leave without Pay
19. Health Plan Option
20. Date of Hire
21. Anniversary Date
22. Unique employee identifying numbers
23. College/University Email Address
24. Personal Email Address if on file with the College/University
25. Pension Plan
26. Unique Campus Identification Number (CWID), if available

~~The usage of the email system is subject to each College/University policy and practice.~~

Each College/University agrees to furnish the following information to the UNION by January 30 and July 30 of each year.

1. New Hires
2. Separations

**Full-time/Part-time Unit
Tentative Agreement**

3. Promotions, Range Adjustments, Performance Based Promotions
4. Reclassifications
5. Change in Unit Status

Each College/University further agrees to provide the UNION with the job description of each member of the professional staff covered by this Agreement within two (2) months of the signing of this Agreement, and shall provide an updated job description to the UNION within forty-five (45) days after any substantive change. Job descriptions provided to the Union pursuant to this section shall include both local title, if one exists, and generic title.

(Sections D. -- E. unchanged)

F. New Employees

Each College/University shall, within 10 calendar days from the date of hire of negotiations unit employees, provide the following information to the Local UNION in an Excel file format with the following fields:

- 1. Last Name**
- 2. First Name**
- 3. Street Address**
- 4. City**
- 5. State**
- 6. Zip**
- 7. Work Telephone Number**
- 8. Home Telephone Number. If on file with the College/University**
- 9. Personal Cellular Telephone Number. If on file with the College/University**
- 10. Title**
- 11. Salary**
- 12. Salary Range**
- 13. Salary Step**
- 14. Annual Base Salary**
- 15. Department**
- 16. FFE**
- 17. Health Plan Option**
- 18. Date of Hire**
- 19. Anniversary Date**
- 20. Unique employee identifying number**
- 21. College/University Email Address**
- 22. Personal Email Address. If on file with the College/University**

For the Governor's Office of Employee Relations


DATE: 1/30/19

For the Council of New Jersey State College
Locals AFT/AFL-CIO


DATE: 1/28/19

**Full-time/Part-time Unit
Tentative Agreement**

23. Pension Plan

24. Unique Campus Identification Number (CWID), if available

CNISCL and the State
Full Time/Part-time Unit

Language based on discussion at March 25th Conference

ARTICLE X
UNION RIGHTS

A. Access, Meetings and Orientations

The administration shall permit representatives of the UNION to transact official business on College/University campuses provided that this shall not interfere with or interrupt normal College/University operations, ~~except as provided in paragraphs 1-3 below~~

1. Union representatives shall have the right to meet with individual employees on the premises of the Colleges/Universities during the work day only during the employee's lunch and other non-working breaks to investigate and discuss grievances, workplace-related complaints, and other workplace issues dealing with terms and conditions of employment and;

2. Conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues dealing with terms and conditions of employment, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization.

3. The College/University shall notify the Local Union no less than seven (7) calendar days in advance of each new employee orientation held by the College/University. Union representatives shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a up to seventy-five (75) minutes if there are more than five (5) unit employees (5 or less 30 minutes) forty five ninety minutes minimum of thirty (30) and a maximum of one hundred twenty (120) minutes, which shall be locally negotiated, within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings (5 or less employees), but for no more than 30 minutes. Arrangement of any such individual or group meetings is the responsibility of the Local UNION, with at least one weeks advance written notice to the employee's supervisor.

B. Bulletin Boards

The UNION shall have the right to post UNION notices on College/University bulletin boards used for general purposes and/or those normally used to post notices to employees. The posting area on each bulletin board shall include up to fifty percent (50%) of the bulletin board but shall not exceed ten (10) square feet.

C. Distribution of Materials

1. The UNION shall have the right to use inter-office mail facilities to deliver mail within a College/University.

2. Local Union agreements that were mutually agreed upon by the State and the UNION to be negotiated at the local level and pertain to college wide issues shall be posted on the College/University website.

3. The UNION and Local UNION shall have the right to use the email systems of the Colleges/Universities to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues dealing with terms and conditions of employment, and internal union matters involving the governance or business of the union. The usage of the email system is subject to each College/University policy and practice.

D. Space and Facilities

CNJSCL and the State
Full Time/Part-time Unit

~~It is understood and agreed that, upon request, the administration will make available to the UNION an appropriate room for UNION meetings so long as such does not in any way interfere with the normal operation of the College/University. The UNION shall have the right to use buildings and other facilities that are owned or leased by the College/University to conduct meetings with unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with College/University operations. The Union or Local union shall use existing procedures to request of specific spaces. Procedures by which the UNION or the Local UNION shall request the use of specific spaces in the buildings or facilities of the College/University. New or revised procedures shall be agreed to by each College/University and the Local Union if no procedures exist or operational needs require revised procedures. Meetings conducted in College/University buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. The UNION may be charged for maintenance, security and other costs related to the use of the College/University building or facility that would not otherwise be incurred.~~

The administration shall also permit the UNION to use designated College/University equipment which may include computer, duplicating equipment, calculating machines and audio visual equipment at reasonable times when such equipment is not otherwise in use.

The UNION shall pay the actual cost to the College/University of all custodial maintenance and repairs and the materials and supplies incident to such uses, including postage and telephone charges.

(Sections E. – H. unchanged)

I. Confidentiality

The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.).

State of New Jersey

Date:

CNJSCL, AFT, AFL -CIO

Date:

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
Tentative Agreements**

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ARTICLE XI

EMPLOYEE RIGHTS

C. Summer Session Contracts

6. The summer session rate per semester hour credit ~~for State College/University employees~~ for courses that begin ~~on or after July 1, 2017~~ and ~~each July 1st~~ thereafter shall be ~~established~~ at the following minimum rate:

Rank	<u>July 1, 2019</u> 2015	<u>July 1, 2020</u> 2016	<u>July 1, 2021</u> 2017	<u>July 1, 2022</u> 2018
Professor, Associate Professor, Assistant Director In the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1575 <u>\$1500</u>	\$1771 <u>\$1500</u>	\$1805 <u>\$1575</u>	\$1805 <u>\$1575</u>
Assistant Professor, Instructor Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$1525 <u>\$1450</u>	\$1721 <u>\$1450</u>	\$1755 <u>\$1525</u>	\$1755 <u>\$1525</u>
Professional Staff	\$1525 <u>\$1450</u>	\$1721 <u>\$1450</u>	\$1755 <u>\$1525</u>	\$1755 <u>\$1525</u>

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DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

Council of New Jersey State College
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**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
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ARTICLE XII

FACULTY RESPONSIBILITIES

A. 1. Institutional responsibilities of the faculty shall include teaching responsibilities and other responsibilities as defined below. The basic academic year teaching load shall be assigned over thirty-two (32) weeks of instruction and shall occur during the period of payment which commences September 1 and ends on June 30, and may not exceed such thirty-two (32) week period unless otherwise agreed to by the concerned faculty member.

B. Teaching Responsibilities

3. Overload compensation shall be established at the following minimum rates per teaching credit hour:

<u>Title</u>	<u>Spring</u> <u>2020</u> <u>Sept</u> <u>2015</u>	<u>Sept</u> <u>2020</u> <u>2016</u>	<u>Sept</u> <u>2021</u> <u>2017</u>	<u>Sept</u> <u>2022</u> <u>2018</u>
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	<u>\$1575</u> <u>\$1500</u>	<u>\$1771</u> <u>\$1500</u>	<u>\$1805</u> <u>\$1575</u>	<u>\$1805</u> <u>\$1575</u>
Assistant Professor, Instructor Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	<u>\$1525</u> <u>\$1450</u>	<u>\$1721</u> <u>\$1450</u>	<u>\$1755</u> <u>\$1525</u>	<u>\$1755</u> <u>\$1525</u>
Professional Staff	<u>\$1525</u> <u>\$1450</u>	<u>\$1721</u> <u>\$1450</u>	<u>\$1755</u> <u>\$1525</u>	<u>\$1755</u> <u>\$1525</u>

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

Council of New Jersey State College
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ARTICLE XIII

APPOINTMENT AND RETENTION OF EMPLOYEES

C. Notice of reappointment or non-reappointment of full-time employees governed under the tenure provisions of N.J.S.A. 18A:60-6, *et seq.*, shall be given in writing not later than ~~April~~^{March} 1 of the first and second academic years of service and not later than ~~February~~^{December} 1~~2~~ of the third, fourth, fifth and sixth years of service. When a full-time faculty member is hired at mid-year, unless the individual is appointed to replace someone on leave or in a bona fide emergency, notice of reappointment or non-reappointment for the next full academic year shall be given in writing not later than ~~May 1~~^{April 15}.

E. Full-time employees other than those governed by Paragraphs C and D above shall receive a minimum of ~~ninetyone hundred and twenty (90)~~⁹⁰ days written notice of non-reappointment if employed for less than two (2) full years at the time of the giving of the notice and ~~one hundred and fiftyone hundred and ninety five (150)~~^{one hundred} days written notice of non-reappointment if employed for more than two (2) full years at the time of the giving of the notice.

O. Each College/University shall have the discretion to establish two or three year non-renewable teaching appointments based upon criteria established by policy at each College/University. Such appointments shall not exceed ~~sixthree (63%)~~^{sixtythree (63%)} percent of the regular full-time faculty lines at the College/University. Each faculty member appointed pursuant to this section shall be evaluated annually using the normal evaluation procedures up to and including the first level of administrative review. Continued employment for the full term of the appointment is conditioned upon the faculty member meeting the performance standards of the College/University.

Each College/University shall furnish the UNION with a list of any faculty members appointed pursuant to this section no later than October 15 and February 15 of each academic year.

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

Council of New Jersey State College
Locals, AFT, AFL-CIO

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
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ARTICLE XIV

PROMOTIONAL PROCEDURE

D. At each College/University if the promotion procedures utilize a committee charged with the final evaluation of promotion applications and if the College/University establishes a number of promotions available at the various ranks for the specific units or for the College/University as a whole, then the President or his/her designee shall inform ~~that~~ committee ~~will be informed by the President or his or her designee~~ of those numbers. The committee will submit its recommendations to the President or his or her designee. Should the President decide to make a recommendation for promotion to the Board of Trustees which is inconsistent with the recommendation of the final committee, he or she shall provide the committee ~~with~~ his or her reasons for ~~that~~ action.

DATED: July 24, 2019

DATED: July 24, 2019



State of New Jersey



Council of New Jersey State College
Locals, AFT, AFL-CIO

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
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ARTICLE XV

RESIGNATION, REASSIGNMENTS, RETIREMENT

B. Reassignments

5. A full-time faculty member who is reassigned between departments involuntarily shall be given one semester's advance notice except in unusual circumstances, but in no event shall such employee be given less than forty-five (45) days' notice. Part-time faculty who are reassigned involuntarily between departments shall be given ninety (90) days' notice except in unusual circumstances, but in no event shall they be given less than forty-five (45) days' notice.

6. A full-time faculty member who has been reassigned between departments shall be given priority consideration for Career Development funds when such assistance is warranted in making a transition.

Faculty shall not involuntarily be completely removed from teaching duties without first being offered the opportunity to meet with the Dean or Vice President regarding the decision. No such opportunity to meet with the Dean or Vice President shall delay a decision to remove a member of the faculty from teaching duties where the College/University has deemed there to be a fitness for duty or safety concern.

DATED: July 24, 2019

DATED: July 24, 2019


State of New Jersey


Council of New Jersey State College
Locals, AFT, AFL-CIO

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
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ARTICLE XVI

PROFESSIONAL STAFF

D. Performance-Based Promotions

Full-time professional staff employees who meet or exceed the criteria for performance-based promotion are eligible to be considered for such promotions, which consist of advancement to the next higher title in the employee's title series. ~~The next higher title for Program Assistants will be Professional Services Specialist - IV.~~ The criteria for performance-based promotion will be established by the College/University and provided in written form for the understanding of all affected employees. If not already locally negotiated, the procedures for consideration will be negotiated between the College/University and the local UNION. The procedures for consideration utilized in the College/University, if universally applicable, or in a division, department or similar unit in which the professional staff member is employed, shall be fairly and equitably applied to all applicants and nominees. The College/University recognizes the value of peer input and therefore, the applicant may include, as a part of their promotion packet, recommendations from peers and/or others who are familiar with their work. In the event that a professional staff member is denied a performance based promotion the President or his or her designee shall provide written reasons based on the established criteria for decision. An eligible full-time professional staff employee and/or the employee's out-of-unit supervisor may submit written application setting forth justification for promotion to the College/University president or designee thereof. The College/University President shall determine whether a promotion shall be granted.

H.

1. Each professional staff position shall have a job description, which shall be included in the personnel file of the employee.

2. Each professional staff employee shall be evaluated annually during the probationary period, which is the first five years of employment at the State College/University. The evaluations shall be conducted in accordance with any locally negotiated procedures, and shall include, at a minimum, review by the immediate supervisor in accordance with Letter of Agreement XIII.

DATED: July 24, 2019



State of New Jersey

DATED: July 24, 2019



Council of New Jersey State College
Locals, AFT, AFL-CIO

Document for Informational Purposes Only

HEALTH BENEFITS and PRESCRIPTION DRUG

A. Plan Offerings/Plan Design

1. Active employees shall have the option to enroll in the new PPO plan provided by the current state health benefit providers (currently Horizon (NJ Direct) or Aetna (Aetna Freedom), or one of the currently offered HMO plans, Tiered Network plans, and High Deductible Health plans.
2. Consistent with the action and findings of the SHBP PDC, and subject to the PDC processes, effective July 1, 2019, new provisions will be added to the Tiered Network plans (currently Horizon OMNIA and Aetna Liberty):
 - (a) During open enrollment periods, the Division of Pensions and Benefits shall provide notice to all employees about the then-current web address for eligible service provider list. Notice will be sent to employees through their State provided email address.
 - (b) Employees will be notified, subject to the rules outlined in the plan administrator contracts, when a facility is reclassified from Tier 1 during a plan year. Employees notified of changed providers may, subject to rules outlined in the plan administrator contracts, be provided with an In-network extension.
 - (c) Employees diagnosed with a catastrophic illness during a plan year, for which less than two Tier 1 facilities are available in a 50-mile radius of the employee's home, may, subject to rules outlined in the plan administrator contracts, apply to change plans mid-year. The Division of Pensions and Benefits will assess the employee's circumstances on a case-by-case basis and maintains the sole authority to grant or deny applications for mid-year plan changes.
3. Effective pay period 15, July 6, 2019, NJ Direct or Aetna Freedom shall be the only PPO plans offered to active members as described below.
 - (a) Open enrollment for the new PPO plans shall be scheduled, as soon as practicable, after ratification. For information purposes, the new PPO medical plan summary, pursuant to SHBP PDC 2019-5, is below and incorporated fully in Schedule 1:

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NJ Direct/Aetna Freedom PPOs	
Medical Cost Sharing	
Primary Care Copayment	\$15
Specialist Care Copayment	\$15
Emergency Room Copayment	\$150
In-Network Deductible	\$100 <i>(If hired after 7/1/19, with certain exclusions below)</i>
In-Network Coinsurance	10%
In-Network Coinsurance Maximum (Individual/Family)	\$500/\$2,000
In-Network Out-of-Pocket Maximum (Individual/Family)	\$3,320 / \$12,640
Out-of-Network Deductible (Individual/Family)	\$400/\$1,000
Out-of-Network Coinsurance	30%
Out-of-Network Out-of-Pocket Maximum (Individual/Family)	\$2,000/\$8,000
Out-of-Network Inpatient Hospital Deductible	\$500
Out of Network Reimbursement Rate	170% CMS Exceptions: Mental Health 180% CMS after reaching OON out of pocket max (through 6/30/2021) & Obstetrics 180% CMS until completion of treatment*

*For those in treatment as of July 1, 2019.

Lab work will be added to the out-of-network routine care exclusion list, with the following exceptions:

- i. Genetics lab testing
- ii. First out of network lab expense will be forgiven.
- iii. All enrollees will receive advance notification of the change to lab services at least 60 days prior to July 1, 2019. Notice will also be sent to all physicians at least 60 days prior to July 1, 2019. Any enrollee who utilized out of network lab services in 2018 or 2019 will receive direct communication advising them this service will be out of network.
- iv. Direct Primary Care Medical Home lab services shall be covered in-network.

(b) Employees hired after July 1, 2019 who enroll in the NJ Direct 2019 or Aetna Freedom 2019 PPO plans will be subject to a \$100 In-network deductible for non-preventative care. Newly hired employees will have the same plan options as current employees. The In-network deductible shall have the following exclusions:

- i. Second wellness visit with DPCMH provider (follow-up visit is required under wellness program)
- ii. Preventative care
- iii. Obstetrics
- iv. Pediatrics
- v. Employees who pay the Emergency Room co-payment of \$150 will count towards the In-network deductible.

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(c) The Out of Network reimbursement rate will be 175% of CMS with the following exclusions:

- I. **Obstetrical Care** -- For employees receiving obstetrical care as of 7/1/2019, the reimbursement rate will be 185% of CMS for the duration of their care which they were receiving as of July 1, 2019.
- II. **Mental Health** -- For employees receiving mental health services, the reimbursement rate will be 175% of CMS up to the employee reaching the out of pocket maximum of \$2,000/\$5,000, and then reimbursement shall be at 185% of CMS for the remainder of that plan year. This exclusion will remain in effect through 8/30/2021.

4. **Employee Contributions for Health Insurance Effective July 1, 2019:** members participating in the NJ Direct, NJ Direct 2019, Aetna Freedom or Aetna Freedom 2019 PPO plans shall contribute a percentage of salary to the cost of benefits at rates set forth in Schedule 2A. Members participating in an HMO plan or a HDHP will contribute a percentage of premium at rates set forth in Schedule 2B. Members participating in a Tiered Network plan shall be 75% of the NJ Direct, NJ Direct 2019, Aetna Freedom or Aetna Freedom 2019 contribution rates, as set forth in Schedule 2C.

5. **Early Retirees:**

Early retirees who accrue 25 years of non-consecutive service credit on or after July 1, 2019 and retire on or after July 1, 2019 shall have the same plan options as active represented employees. Such retirees shall contribute towards the cost of health insurance based on the applicable contribution rates derived from their final salary, for the selected plan.

6. Employees completing the NJ Well Program will receive \$350 incentive for each eligible participant. Members and spouses are both eligible for participation in the wellness program.

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B. Healthcare Reopener for 2019 PPO Plans

The NJ Direct, NJ Direct 2019, Aetna Freedom and Aetna Freedom 2019 PPO Plans objectives are to:

- a. Consistent with the action and findings of the SHBP PDC, encourage the use of in-network healthcare providers through deductibles and a reduction in out-of-network reimbursement rates.
- b. Eliminate higher cost PPOs, via the SHBP PDC process, so that employees desiring the advantage of a PPO can only select the NJ Direct, NJ Direct 2019, Aetna Freedom or Aetna Freedom 2019 PPO plans with their lower costs, providing a rational, consistent and advantageous cost split by which savings are allocated between the employee and the State.
- c. Link employee contributions to base salaries, resulting in increased contributions as salaries increase.
- d. Provide for a "re-opener," under specific circumstances so that cost sharing between the State and the workforce remains fair, consistent and reflective of overall healthcare costs.

1. Re-opener:

- a. The actual premium cost for the new PPO plans, inclusive of medical and prescription costs, will be tracked each plan year following the plan's initial offering in plan year 2019.
- b. In addition, the new PPO premium cost increases will be monitored and compared to the national, regional and state trending of healthcare costs.

c. Calculations:

- i. If the projected blended premium for the new PPO in a plan year exceeds the "Baseline Premium", the Union and the State shall enter into negotiations to lower the premium and/or reduce the rate of premium increases. Such negotiations will commence upon receipt of the SHBP actuary's rate renewal recommendation premium for the upcoming plan year, in or about the preceding July.
- ii. The Union and the State shall also calculate the "Adjusted Premium Increase" ("API"). The API shall be calculated by (a) subtracting the aggregate percent of across-the-board salary increases received by represented State employees covered by this contract, not compounded, from (b) the percent by which the 2019 PPO premium exceeds the Preliminary Baseline Premium.

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- iii. Commencing in Plan Year 2019, the preliminary baseline premium rates shall be the following blended premiums - Single coverage - \$9570; Parent/Child coverage - \$19,140; Employee/Spouse - \$17,800; and Family \$27,370 - plus 3% ("Preliminary Baseline Premium").
- d. Plan Year 2021:
- i. If the projected blended premium for the new PPO plans in plan year 2021 exceeds the Preliminary Baseline Premium from plan year 2019, the Union and the State shall enter into negotiations to address such premium increases.
 - ii. The API for Plan Year 2021 shall be calculated by (a) subtracting the aggregate percent of across-the-board salary increases received by represented State employees covered by this contract, between July 1, 2019 and December 31, 2020, not compounded, from (b) the percent by which the new PPO premium exceeds the Preliminary Baseline Premium. For example, if the 2021 PPO premium is 8% more than the Preliminary Baseline Premium and if employees have received an aggregate of 6%, non-compounded, across-the-board salary increases since July 1, 2019, the API is 2%.
 - iii. If the Union and the State cannot agree upon plan design changes or other cost-saving measures that would reduce the API to at least a 0% increase over the Preliminary Baseline Premium by the September 1 preceding the start of the 2021 plan year, then an Escalator shall be applied to employee contribution rates. The Escalator to be applied to employee contribution rates shall be the percentage by which the API exceeds the Preliminary Baseline Premium. For example, if the API is 2%, then the Escalator is also 2%, which is applied to the employee's contribution rate. If an employee's contribution rate is 5% of base salary, then by applying the Escalator, the contribution rate will increase to 5.1% of base salary. Any increase in employee contributions will be effective the first pay period of the 2021 plan year.
 - iv. If the 2021 premium is below the Preliminary Baseline Premium by 6% or more, the Union and the State shall discuss options to share the savings in reduced costs or to improve the quality of the new PPO plans through design changes or other measures. If the Union and the State do not agree to either reduce costs or improve the quality of the new PPO plans or agree upon a reduction in the employee contribution rates by September 1 preceding the start of the plan year then contribution rates shall be reduced by the application of a De-escalator. The De-escalator shall be the amount of the decrease in the new PPO 2020 premium below 6% of the Preliminary Baseline Premium. For example, if the 2021 premium is 6.5% below the Preliminary Baseline Premium, employee contribution rates shall be reduced by 0.5%. If an employee's

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contribution rate is 5% of base salary, then by applying the De-escalator the employee's new contribution rate shall be 4.975%. Any decrease in employee contributions will be effective the first pay period of the 2021 plan year.

a. Plan Year 2022:

- i. The Baseline Premium for 2022 plan year shall be the baseline premium is the PPO Plan's premium cost in plan year 2021 plus 1%.
- ii. If the projected blended premium for the PPO in plan year 2022 exceeds the new Baseline Premium, the Union and the State shall enter into negotiations to address such premium increases.
- iii. The API shall be calculated by (a) subtracting the aggregate percent of across-the-board salary increases received by represented State employees covered by this contract, between July 1, 2021 and December 31, 2021, not compounded, from (b) the percent by which the PPO premium exceeds the 2022 Baseline Premium.
- iv. If the Union and the State cannot agree upon plan design changes, or other cost-saving measures that would reduce the API to at least a 0% increase over the Preliminary Baseline Premium by the September 1 preceding the start of the 2022 plan year, then an Escalator shall be applied to employee contribution rates. The Escalator to be applied to employee contribution rates shall be the percentage by which the API exceeds the Preliminary Baseline Premium. Any increase in employee contributions will be effective the first pay period of the 2022 plan year.
- v. Each subsequent plan year's PPO Plan's premium cost will be compared with previous year's PPO Plan's premium cost which will become the new Baseline Premium. The same process and methodology shall be used to review, and if necessary adjust, employee contributions rates, every year thereafter.

**SCHEDULE 2A
NEW PPO PLAN MEMBER CONTRIBUTION RATES
EFFECTIVE 7/1/2019**

ANNUAL SALARY	Single		EE + Spouse		Family		Parent/Child	
	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib
\$20,000	2.00%	\$400	2.00%	\$400	2.00%	\$400	2.00%	\$400
\$21,000	2.00%	\$420	2.00%	\$420	2.00%	\$420	2.00%	\$420
\$22,000	2.00%	\$440	2.00%	\$440	2.00%	\$440	2.00%	\$440
\$23,000	2.00%	\$460	2.00%	\$460	2.00%	\$460	2.00%	\$460
\$24,000	2.00%	\$480	2.00%	\$480	2.00%	\$480	2.00%	\$480
\$25,000	2.00%	\$500	2.00%	\$500	2.00%	\$500	2.00%	\$500
\$26,000	2.00%	\$520	2.00%	\$520	2.25%	\$585	2.00%	\$520
\$27,000	2.00%	\$540	2.00%	\$540	2.25%	\$608	2.00%	\$540
\$28,000	2.00%	\$560	2.00%	\$560	2.25%	\$630	2.00%	\$560
\$29,000	2.00%	\$580	2.00%	\$580	2.25%	\$653	2.00%	\$580
\$30,000	2.25%	\$675	2.75%	\$625	2.50%	\$750	2.00%	\$580
\$31,000	2.25%	\$698	2.75%	\$653	2.50%	\$773	2.75%	\$625
\$32,000	2.25%	\$720	2.75%	\$680	2.50%	\$800	2.75%	\$653
\$33,000	2.25%	\$743	2.75%	\$708	2.50%	\$823	2.75%	\$680
\$34,000	2.25%	\$765	2.75%	\$735	2.50%	\$850	2.75%	\$708
\$35,000	2.25%	\$788	2.75%	\$763	3.00%	\$1,080	2.75%	\$735
\$36,000	2.25%	\$810	3.00%	\$1,080	3.00%	\$1,080	2.75%	\$763
\$37,000	2.25%	\$833	3.00%	\$1,110	3.00%	\$1,110	3.00%	\$1,080
\$38,000	2.25%	\$855	3.00%	\$1,140	3.00%	\$1,140	3.00%	\$1,110
\$39,000	2.25%	\$878	3.00%	\$1,170	3.00%	\$1,170	3.00%	\$1,140
\$40,000	2.25%	\$900	3.00%	\$1,200	3.00%	\$1,200	3.00%	\$1,170
\$41,000	2.25%	\$923	3.00%	\$1,230	3.00%	\$1,230	3.00%	\$1,200
\$42,000	2.25%	\$945	3.00%	\$1,260	3.00%	\$1,260	3.00%	\$1,230
\$43,000	2.25%	\$968	3.00%	\$1,290	3.00%	\$1,290	3.00%	\$1,260
\$44,000	2.25%	\$990	3.00%	\$1,320	3.00%	\$1,320	3.00%	\$1,290
\$45,000	2.40%	\$1,080	3.00%	\$1,350	3.50%	\$1,575	3.00%	\$1,320
\$46,000	2.40%	\$1,104	3.00%	\$1,380	3.50%	\$1,610	3.25%	\$1,488
\$47,000	2.40%	\$1,128	3.00%	\$1,410	3.50%	\$1,645	3.25%	\$1,488
\$48,000	2.40%	\$1,152	3.00%	\$1,440	3.50%	\$1,680	3.25%	\$1,528
\$49,000	2.40%	\$1,176	3.00%	\$1,470	3.50%	\$1,715	3.25%	\$1,568
\$50,000	3.00%	\$1,500	4.25%	\$2,125	4.50%	\$2,250	4.50%	\$2,250
\$51,000	3.00%	\$1,530	4.25%	\$2,168	4.50%	\$2,285	4.50%	\$2,295
\$52,000	3.00%	\$1,560	4.25%	\$2,210	4.50%	\$2,340	4.50%	\$2,340
\$53,000	3.00%	\$1,590	4.25%	\$2,253	4.50%	\$2,385	4.50%	\$2,385
\$54,000	3.00%	\$1,620	4.25%	\$2,295	4.50%	\$2,430	4.50%	\$2,430
\$55,000	3.40%	\$1,870	4.50%	\$2,475	5.00%	\$2,750	4.50%	\$2,475
\$56,000	3.40%	\$1,904	4.50%	\$2,520	5.00%	\$2,800	4.50%	\$2,520
\$57,000	3.40%	\$1,938	4.50%	\$2,565	5.00%	\$2,850	4.50%	\$2,565
\$58,000	3.40%	\$1,972	4.50%	\$2,610	5.00%	\$2,900	4.50%	\$2,610
\$59,000	3.40%	\$2,006	4.50%	\$2,655	5.00%	\$2,950	4.50%	\$2,655
\$60,000	3.75%	\$2,250	5.50%	\$3,300	6.00%	\$3,600	5.00%	\$3,000
\$61,000	3.75%	\$2,288	5.50%	\$3,355	6.00%	\$3,660	5.00%	\$3,050
\$62,000	3.75%	\$2,325	5.50%	\$3,410	6.00%	\$3,720	5.00%	\$3,100
\$63,000	3.75%	\$2,363	5.50%	\$3,465	6.00%	\$3,780	5.00%	\$3,150
\$64,000	3.75%	\$2,400	5.50%	\$3,520	6.00%	\$3,840	5.00%	\$3,200
\$65,000	3.75%	\$2,438	5.75%	\$3,788	6.50%	\$4,225	5.25%	\$3,418

**SCHEDULE 2A
NEW PPO PLAN MEMBER CONTRIBUTION RATES
EFFECTIVE 7/1/2018**

ANNUAL SALARY	Single		EE + Spouse		Family		Parent/Child	
	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib
\$65,000	3.75%	\$2,475	5.75%	\$3,793	6.50%	\$4,290	5.25%	\$3,465
\$67,000	3.75%	\$2,518	5.75%	\$3,853	6.50%	\$4,355	5.25%	\$3,518
\$69,000	3.75%	\$2,550	5.75%	\$3,910	6.50%	\$4,420	5.25%	\$3,570
\$69,000	3.75%	\$2,588	5.75%	\$3,968	6.50%	\$4,485	5.25%	\$3,628
\$70,000	4.00%	\$2,800	6.20%	\$4,340	7.25%	\$5,073	5.75%	\$4,025
\$71,000	4.00%	\$2,840	6.20%	\$4,402	7.25%	\$5,148	5.75%	\$4,088
\$72,000	4.00%	\$2,880	6.20%	\$4,464	7.25%	\$5,220	5.75%	\$4,140
\$73,000	4.00%	\$2,920	6.20%	\$4,526	7.25%	\$5,293	5.75%	\$4,188
\$74,000	4.00%	\$2,960	6.20%	\$4,588	7.25%	\$5,365	5.75%	\$4,255
\$75,000		\$2,977		\$4,678	7.25%	\$5,438		\$4,400
\$76,000		\$2,977		\$4,678	7.25%	\$5,510		\$4,400
\$77,000		\$2,977		\$4,678	7.25%	\$5,583		\$4,400
\$78,000		\$2,977		\$4,678	7.25%	\$5,655		\$4,400
\$79,000		\$2,977		\$4,678	7.25%	\$5,728		\$4,400
\$80,000		\$3,088		\$4,890	7.25%	\$5,800		\$4,550
\$81,000		\$3,088		\$4,890	7.25%	\$5,873		\$4,550
\$82,000		\$3,088		\$4,890	7.25%	\$5,945		\$4,550
\$83,000		\$3,088		\$4,890	7.25%	\$6,018		\$4,550
\$84,000		\$3,088		\$4,890	7.25%	\$6,090		\$4,550
\$85,000		\$3,088		\$5,316	7.50%	\$6,375		\$4,950
\$86,000		\$3,088		\$5,316	7.50%	\$6,450		\$4,950
\$87,000		\$3,088		\$5,316	7.50%	\$6,525		\$4,950
\$88,000		\$3,088		\$5,316	7.50%	\$6,600		\$4,950
\$89,000		\$3,088		\$5,316	7.50%	\$6,675		\$4,950
\$90,000		\$3,088		\$5,316	7.50%	\$6,750		\$4,950
\$91,000		\$3,088		\$5,316	7.50%	\$6,825		\$4,950
\$92,000		\$3,088		\$5,316	7.50%	\$6,900		\$4,950
\$93,000		\$3,088		\$5,316	7.50%	\$6,975		\$4,950
\$94,000		\$3,088		\$5,316	7.50%	\$7,050		\$4,950
\$95,000		\$3,190		\$5,316	7.50%	\$7,125		\$4,950
\$96,000		\$3,190		\$5,316	7.50%	\$7,200		\$4,950
\$97,000		\$3,190		\$5,316	7.50%	\$7,275		\$4,950
\$98,000		\$3,190		\$5,316	7.50%	\$7,350		\$4,950
\$99,000		\$3,190		\$5,316	7.50%	\$7,425		\$4,950
\$100,000		\$3,190		\$6,390		\$8,213		\$5,950
\$101,000		\$3,190		\$6,390		\$8,213		\$5,950
\$102,000		\$3,190		\$6,390		\$8,213		\$5,950
\$103,000		\$3,190		\$6,390		\$8,213		\$5,950
\$104,000		\$3,190		\$6,390		\$8,213		\$5,950
\$105,000		\$3,190		\$6,390		\$8,213		\$5,950
\$106,000		\$3,190		\$6,390		\$8,213		\$5,950
\$107,000		\$3,190		\$6,390		\$8,213		\$5,950
\$108,000		\$3,190		\$6,390		\$8,213		\$5,950
\$109,000		\$3,190		\$6,390		\$8,213		\$5,950
\$110,000		\$3,190		\$6,390		\$9,122		\$5,950
\$111,000		\$3,190		\$6,390		\$9,122		\$5,950

**SCHEDULE 2A
NEW PPO PLAN MEMBER CONTRIBUTION RATES
EFFECTIVE 7/1/2018**

ANNUAL SALARY	Single		EE + Spouse		Family		Parent/Child	
	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib
\$112,000		\$3,190		\$6,380		\$8,122		\$5,950
\$113,000		\$3,190		\$6,380		\$8,122		\$5,950
\$114,000		\$3,190		\$6,380		\$8,122		\$5,950
\$115,000		\$3,190		\$6,380		\$8,122		\$5,950
\$116,000		\$3,190		\$6,380		\$8,122		\$5,950
\$117,000		\$3,190		\$6,380		\$8,122		\$5,950
\$118,000		\$3,190		\$6,380		\$8,122		\$5,950
\$119,000		\$3,190		\$6,380		\$8,122		\$5,950
\$120,000		\$3,190		\$6,380		\$8,122		\$5,950
\$121,000		\$3,190		\$6,380		\$8,122		\$5,950
\$122,000		\$3,190		\$6,380		\$8,122		\$5,950
\$123,000		\$3,190		\$6,380		\$8,122		\$5,950
\$124,000		\$3,190		\$6,380		\$8,122		\$5,950
\$125,000		\$3,190		\$6,380		\$8,122		\$5,950
\$126,000		\$3,190		\$6,380		\$8,122		\$5,950
\$127,000		\$3,190		\$6,380		\$8,122		\$5,950
\$128,000		\$3,190		\$6,380		\$8,122		\$5,950
\$129,000		\$3,190		\$6,380		\$8,122		\$5,950
\$130,000		\$3,190		\$6,380		\$8,122		\$5,950
\$131,000		\$3,190		\$6,380		\$8,122		\$5,950
\$132,000		\$3,190		\$6,380		\$8,122		\$5,950
\$133,000		\$3,190		\$6,380		\$8,122		\$5,950
\$134,000		\$3,190		\$6,380		\$8,122		\$5,950
\$135,000		\$3,190		\$6,380		\$8,122		\$5,950
\$136,000		\$3,190		\$6,380		\$8,122		\$5,950
\$137,000		\$3,190		\$6,380		\$8,122		\$5,950
\$138,000		\$3,190		\$6,380		\$8,122		\$5,950
\$139,000		\$3,190		\$6,380		\$8,122		\$5,950
\$140,000		\$3,190		\$6,380		\$8,122		\$5,950
\$141,000		\$3,190		\$6,380		\$8,122		\$5,950
\$142,000		\$3,190		\$6,380		\$8,122		\$5,950
\$143,000		\$3,190		\$6,380		\$8,122		\$5,950
\$144,000		\$3,190		\$6,380		\$8,122		\$5,950
\$145,000		\$3,190		\$6,380		\$8,122		\$5,950
\$146,000		\$3,190		\$6,380		\$8,122		\$5,950
\$147,000		\$3,190		\$6,380		\$8,122		\$5,950
\$148,000		\$3,190		\$6,380		\$8,122		\$5,950
\$149,000		\$3,190		\$6,380		\$8,122		\$5,950
\$150,000		\$3,190		\$6,380		\$8,122		\$5,950

**SCHEDULE 2B
HMO and HDHP - MEMBER CONTRIBUTION RATES
EFFECTIVE 7/1/2016**

SINGLE		MEMBER/PARTNER	
Annual Base Salary	% of Premium	Annual Base Salary	% of Premium
Under - \$ 20,000	4.50%	Under - \$ 25,000	3.50%
\$ 20,000 - \$ 24,999	5.50%	\$ 25,000 - \$ 29,999	4.50%
\$ 25,000 - \$ 29,999	7.50%	\$ 30,000 - \$ 34,999	6.00%
\$ 30,000 - \$ 34,999	10.00%	\$ 35,000 - \$ 39,999	7.00%
\$ 35,000 - \$ 39,999	11.00%	\$ 40,000 - \$ 44,999	8.00%
\$ 40,000 - \$ 44,999	12.00%	\$ 45,000 - \$ 49,999	10.00%
\$ 45,000 - \$ 49,999	14.00%	\$ 50,000 - \$ 54,999	15.00%
\$ 50,000 - \$ 54,999	20.00%	\$ 55,000 - \$ 59,999	17.00%
\$ 55,000 - \$ 59,999	23.00%	\$ 60,000 - \$ 64,999	21.00%
\$ 60,000 - \$ 64,999	27.00%	\$ 65,000 - \$ 69,999	23.00%
\$ 65,000 - \$ 69,999	29.00%	\$ 70,000 - \$ 74,999	26.00%
\$ 70,000 - \$ 74,999	32.00%	\$ 75,000 - \$ 79,999	27.00%
\$ 75,000 - \$ 79,999	33.00%	\$ 80,000 - \$ 84,999	28.00%
\$ 80,000 - \$ 84,999	34.00%	\$ 85,000 - \$ 89,999	30.00%
\$ 85,000 - \$ 89,999	34.00%	\$ 90,000 - \$ 94,999	30.00%
\$ 90,000 - \$ 94,999	34.00%	\$ 95,000 - \$ 99,999	30.00%
\$ 95,000 - Over	35.00%	\$ 100,000 - Over	35.00%

PARENT/CHILD		FAMILY	
Annual Base Salary	% of Premium	Annual Base Salary	% of Premium
Under - \$ 25,000	3.50%	Under - \$ 25,000	3.00%
\$ 25,000 - \$ 29,999	4.50%	\$ 25,000 - \$ 29,999	4.00%
\$ 30,000 - \$ 34,999	6.00%	\$ 30,000 - \$ 34,999	5.00%
\$ 35,000 - \$ 39,999	7.00%	\$ 35,000 - \$ 39,999	6.00%
\$ 40,000 - \$ 44,999	8.00%	\$ 40,000 - \$ 44,999	7.00%
\$ 45,000 - \$ 49,999	10.00%	\$ 45,000 - \$ 49,999	9.00%
\$ 50,000 - \$ 54,999	15.00%	\$ 50,000 - \$ 54,999	12.00%
\$ 55,000 - \$ 59,999	17.00%	\$ 55,000 - \$ 59,999	14.00%
\$ 60,000 - \$ 64,999	21.00%	\$ 60,000 - \$ 64,999	17.00%
\$ 65,000 - \$ 69,999	23.00%	\$ 65,000 - \$ 69,999	19.00%
\$ 70,000 - \$ 74,999	26.00%	\$ 70,000 - \$ 74,999	22.00%
\$ 75,000 - \$ 79,999	27.00%	\$ 75,000 - \$ 79,999	23.00%
\$ 80,000 - \$ 84,999	28.00%	\$ 80,000 - \$ 84,999	24.00%
\$ 85,000 - \$ 89,999	30.00%	\$ 85,000 - \$ 89,999	26.00%
\$ 90,000 - \$ 94,999	30.00%	\$ 90,000 - \$ 94,999	28.00%
\$ 95,000 - \$ 99,999	30.00%	\$ 95,000 - \$ 99,999	29.00%
##### - Over	35.00%	\$ 100,000 - \$ 104,999	32.00%
		\$ 105,000 - \$ 109,999	32.00%
		\$ 110,000 - Over	35.00%

Note: All percentages are percentage of premium, not salary.

**SCHEDULE 2C
TIERED NETWORK PLANS - MEMBER CONTRIBUTION RATES
EFFECTIVE 7/1/2019**

ANNUAL SALARY	Single		EE + Spouse		Family		Parent/Child	
	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib
\$66,000	2.81%	\$1,896	4.81%	\$2,846	4.88%	\$3,218	3.94%	\$2,599
\$67,000	2.81%	\$1,894	4.81%	\$2,889	4.88%	\$3,266	3.94%	\$2,638
\$68,000	2.81%	\$1,819	4.81%	\$2,988	4.88%	\$3,315	3.94%	\$2,678
\$69,000	2.81%	\$1,841	4.81%	\$2,976	4.88%	\$3,364	3.94%	\$2,717
\$70,000	3.00%	\$2,100	4.65%	\$3,253	5.44%	\$3,806	4.81%	\$3,019
\$71,000	3.00%	\$2,180	4.65%	\$3,302	5.44%	\$3,861	4.81%	\$3,062
\$72,000	3.00%	\$2,160	4.65%	\$3,348	5.44%	\$3,815	4.81%	\$3,105
\$73,000	3.00%	\$2,190	4.65%	\$3,386	5.44%	\$3,969	4.81%	\$3,148
\$74,000	3.00%	\$2,220	4.65%	\$4,580	5.44%	\$4,024	4.51%	\$3,181
\$75,000		\$2,293		\$3,509	5.44%	\$4,078		\$3,900
\$76,000		\$2,293		\$3,509	5.44%	\$4,133		\$3,900
\$77,000		\$2,293		\$3,509	5.44%	\$4,187		\$3,900
\$78,000		\$2,293		\$3,509	5.44%	\$4,241		\$3,900
\$79,000		\$2,293		\$3,509	5.44%	\$4,296		\$3,900
\$80,000		\$2,312		\$3,668	5.44%	\$4,350		\$3,413
\$81,000		\$2,312		\$3,668	5.44%	\$4,404		\$3,413
\$82,000		\$2,312		\$3,668	5.44%	\$4,459		\$3,413
\$83,000		\$2,312		\$3,668	5.44%	\$4,513		\$3,413
\$84,000		\$2,312		\$3,668	5.44%	\$4,568		\$3,413
\$85,000		\$2,312		\$3,987	5.63%	\$4,781		\$3,719
\$86,000		\$2,312		\$3,987	5.63%	\$4,836		\$3,719
\$87,000		\$2,312		\$3,987	5.63%	\$4,891		\$3,719
\$88,000		\$2,312		\$3,987	5.63%	\$4,946		\$3,719
\$89,000		\$2,312		\$3,987	5.63%	\$5,001		\$3,719
\$90,000		\$2,312		\$3,987	5.63%	\$5,056		\$3,719
\$91,000		\$2,312		\$3,987	5.63%	\$5,111		\$3,719
\$92,000		\$2,312		\$3,987	5.63%	\$5,166		\$3,719
\$93,000		\$2,312		\$3,987	5.63%	\$5,221		\$3,719
\$94,000		\$2,312		\$3,987	5.63%	\$5,276		\$3,719
\$95,000		\$2,399		\$3,987	5.63%	\$5,344		\$3,719
\$96,000		\$2,399		\$3,987	5.63%	\$5,400		\$3,719
\$97,000		\$2,399		\$3,987	5.63%	\$5,456		\$3,719
\$98,000		\$2,399		\$3,987	5.63%	\$5,513		\$3,719
\$99,000		\$2,399		\$3,987	5.63%	\$5,569		\$3,719
\$100,000		\$2,399		\$4,793		\$6,160		\$4,463
\$101,000		\$2,399		\$4,793		\$6,160		\$4,463
\$102,000		\$2,399		\$4,793		\$6,160		\$4,463
\$103,000		\$2,399		\$4,793		\$6,160		\$4,463
\$104,000		\$2,399		\$4,793		\$6,160		\$4,463
\$105,000		\$2,399		\$4,793		\$6,160		\$4,463
\$106,000		\$2,399		\$4,793		\$6,160		\$4,463
\$107,000		\$2,399		\$4,793		\$6,160		\$4,463
\$108,000		\$2,399		\$4,793		\$6,160		\$4,463
\$109,000		\$2,399		\$4,793		\$6,160		\$4,463
\$110,000		\$2,399		\$4,793		\$6,842		\$4,463
\$111,000		\$2,399		\$4,793		\$6,842		\$4,463

**SCHEDULE 2C
TIERED NETWORK PLANS - MEMBER CONTRIBUTION RATES
EFFECTIVE 7/1/2018**

ANNUAL SALARY	Single		EE + Spouse		Family		Parent/Child	
	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib	% pay contrib	\$ of pay EE contrib
\$112,000		\$2,398		\$4,798		\$6,842		\$4,468
\$113,000		\$2,398		\$4,798		\$6,842		\$4,468
\$114,000		\$2,398		\$4,798		\$6,842		\$4,468
\$115,000		\$2,398		\$4,798		\$6,842		\$4,468
\$116,000		\$2,398		\$4,798		\$6,842		\$4,468
\$117,000		\$2,398		\$4,798		\$6,842		\$4,468
\$118,000		\$2,398		\$4,798		\$6,842		\$4,468
\$119,000		\$2,398		\$4,798		\$6,842		\$4,468
\$120,000		\$2,398		\$4,798		\$6,842		\$4,468
\$121,000		\$2,398		\$4,798		\$6,842		\$4,468
\$122,000		\$2,398		\$4,798		\$6,842		\$4,468
\$123,000		\$2,398		\$4,798		\$6,842		\$4,468
\$124,000		\$2,398		\$4,798		\$6,842		\$4,468
\$125,000		\$2,398		\$4,798		\$6,842		\$4,468
\$126,000		\$2,398		\$4,798		\$6,842		\$4,468
\$127,000		\$2,398		\$4,798		\$6,842		\$4,468
\$128,000		\$2,398		\$4,798		\$6,842		\$4,468
\$129,000		\$2,398		\$4,798		\$6,842		\$4,468
\$130,000		\$2,398		\$4,798		\$6,842		\$4,468
\$131,000		\$2,398		\$4,798		\$6,842		\$4,468
\$132,000		\$2,398		\$4,798		\$6,842		\$4,468
\$133,000		\$2,398		\$4,798		\$6,842		\$4,468
\$134,000		\$2,398		\$4,798		\$6,842		\$4,468
\$135,000		\$2,398		\$4,798		\$6,842		\$4,468
\$136,000		\$2,398		\$4,798		\$6,842		\$4,468
\$137,000		\$2,398		\$4,798		\$6,842		\$4,468
\$138,000		\$2,398		\$4,798		\$6,842		\$4,468
\$139,000		\$2,398		\$4,798		\$6,842		\$4,468
\$140,000		\$2,398		\$4,798		\$6,842		\$4,468
\$141,000		\$2,398		\$4,798		\$6,842		\$4,468
\$142,000		\$2,398		\$4,798		\$6,842		\$4,468
\$143,000		\$2,398		\$4,798		\$6,842		\$4,468
\$144,000		\$2,398		\$4,798		\$6,842		\$4,468
\$145,000		\$2,398		\$4,798		\$6,842		\$4,468
\$146,000		\$2,398		\$4,798		\$6,842		\$4,468
\$147,000		\$2,398		\$4,798		\$6,842		\$4,468
\$148,000		\$2,398		\$4,798		\$6,842		\$4,468
\$149,000		\$2,398		\$4,798		\$6,842		\$4,468
\$150,000		\$2,398		\$4,798		\$6,842		\$4,468

RESOLUTION 2019-5: ESTABLISHING A NEW PPO PLAN

SHBP PDC Resolution #2019-5

RESOLUTION OF THE STATE HEALTH BENEFITS PROGRAM PLAN DESIGN COMMITTEE ESTABLISHING A NEW PPO PLAN & ALLOWING CERTAIN STATE AND LOCAL GOVERNMENT PUBLIC EMPLOYEES ACCESS TO THE PLAN

WHEREAS, pursuant to N.J.S.A. 52:14-17.28 et seq. the State Health Benefits Program (SHBP) provides health coverage to qualified employees and retirees of the State and participating local employers; and

WHEREAS, the SHBP was enacted in 1961 for the purpose of providing affordable, quality health care coverage for public employees on a cost-effective basis; and

WHEREAS, all SHBP plans, with the exception of Medicare Advantage plans, are self-funded, which means that the money paid out for benefits comes directly from an SHBP fund funded by State appropriations, participating local employers, and member premiums; and

WHEREAS, the SHBP Plan Design Committee (SHBP PDC) aims to encourage the use of in-network providers by creating a new PPO plan with revised out-of-network reimbursement amounts for the State and Local Government Group members as defined below; and

WHEREAS, the new PPO plan design is identical to the plan design of the new PPO plan created pursuant to SHBP PDC resolution #2019-3.

NOW, THEREFORE, BE IT RESOLVED:

- 1.** A new PPO plan design for both medical and prescription drug coverage as outlined in Appendix 1, attached hereto and incorporated herein, shall be created effective July 1, 2019, which shall be available either through Horizon or Aetna (the "New PPO Plan") as an additional plan option available to State and local government public employees in the State Active Group or Local Active Group.
- 2.** No State or local government public employee for whom there is a majority representative for purposes of collective negotiations shall, by virtue of this Resolution, be required to enroll in the new PPO or have plan options restricted unless the majority representative and public employer have agreed upon such a requirement or restriction.
- 3.** The SHBP PDC directs the Division of Pensions and Benefits to take such steps as necessary in order to have the current vendors, Horizon and Aetna, offer the New PPO Plan.
- 4.** This resolution shall take effect immediately.

May 20, 2019

RESOLUTION 2019-5: ESTABLISHING A NEW PPO PLAN

Appendix 1

New PPO¹ Horizon & Aetna	
Medical Cost Sharing	
Primary Care Copayment	\$18
Specialist Care Copayment	\$18
Emergency Room Copayment²	\$180
In-Network Deductible³	\$100 (New hires only after 7/1/19)
In-Network Coinsurance⁴	10%
In-Network Coinsurance Maximum (Individual/Family)	\$800/\$2,000
In-Network Out-of-Pocket Maximum (Individual/Family)	\$8,320 / \$12,640
Out-of-Network Deductible (Individual/Family)	\$400/\$1,000
Out-of-Network Coinsurance⁵	50%
Out-of-Network Out-of-Pocket Maximum (Individual/Family)	\$2,000/\$5,000
Out-of-Network Inpatient Hospital Deductible	\$500
Out-of-Network Reimbursement Rate	170% CMS Exception⁶: Mental Health 186% CMS after reaching OON out of pocket max (through 12/31/2020)
Prescription Drug Copayments	
Retail: Generic	\$7
Retail: Brand	\$18
Retail: Multi-Source Brand	Member Pays the Difference⁷
Mail: Generic	\$18

May 20, 2019

RESOLUTION 2019-5: ESTABLISHING A NEW PPO PLAN

Mail Brand	\$40
Mail Multi-Source Brand	Member Pays the Difference ⁷
Prescription Drug Out-of-Pocket Maximum (Individual/Family)	\$1,580/\$3,160
NJWell Incentive	\$500 for eligible subscriber & \$300 for eligible spouse/partner ⁸

- ¹ All other provisions of the PPO plans remain the same unless modified here.
- ² Pediatric (0-19) ER & ER for those directed by primary care physician copayment is \$50.
- ³ The in-network deductible will have the following exclusions: preventive care, second wellness visit, obstetric services, and pediatric services. ER visit copayment counts toward deductible.
- ⁴ On select services including, but not limited to, durable medical equipment, ambulance transportation, oxygen therapy, etc.
- ⁵ After deductible.
- ⁶ Members receiving obstetric services as of July 1, 2019 will be reimbursed at the rate of 195% of CMS for duration of care.
- ⁷ Member pays the applicable generic copayment listed above, plus the cost differential between the brand and the generic drug.
- ⁸ Starting with the NJWELL plan year beginning 11/01/2019

May 20, 2019

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
Tentative Agreements**

ARTICLE XX

COMPENSATION FOR OUTSIDE-FUNDED ACTIVITIES

Compensation for outside-funded activities shall be negotiated locally in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations, provided that no College/University shall impose any negotiable terms and conditions without exhausting PERC's impasse procedures and in accordance with applicable federal law, regulations, and grant parameters. Notwithstanding any language in this Agreement to the contrary and for purposes of this provision only, matters of compensation set forth in a local agreement negotiated or imposed pursuant to this Article, regarding compensation for outside-funded activities, shall be enforceable through binding arbitration and subject to the provisions under Article VII. Nothing contained herein shall in any way affect the terms and/or continued application of any locally negotiated agreement.

~~A. In the event that a College/University offers academic programs or services which are funded from sources other than those specifically provided for the College/University in any STATE appropriations act, or in the event that the College/University approves acceptance of a grant initiated by an employee, the President of the College/University will allow each authorized employee to receive compensation there from up to thirty percent (30%) of his or her base salary or \$18,000, whichever is greater.~~

~~B. Compensation for work described in Paragraph A above may not exceed the amount of moneys provided to the College/University from funding sources for salaries or the amount or rate of compensation established in funding guidelines.~~

~~C. Where compensation is received by an employee for employment under academic programs or services which are funded from sources other than those specifically provided for the State College/University in any STATE annual appropriations act, such compensation shall be at the rate established for overload compensation or at a higher rate, at the option of the STATE. The STATE shall not unreasonably deny an employee a rate of compensation higher than the overload rate where outside funds are available for such purpose.~~

~~D. Notwithstanding Paragraph A above, nothing herein shall be construed to limit the discretion of the College/University to assign alternate assignments within lead to an employee either in lieu of, or in combination with, the compensation set forth in Paragraph A above. Alternate assignments within lead are not limited by the monetary limitations set forth under Paragraph A above.~~

~~E. Prior to submission of a grant application to a granting agency, the President or his or her designee shall indicate to the involved employee whether or not the College/University intends to utilize alternate assignments within lead in connection with the grant, if approved by the granting agency and accepted by the College/University. The College/University shall not reserve this option in all grant applications but rather~~

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- 1 ~~shall exercise independent case by case judgment. The College/University may, after~~
2 ~~discussion with the involved employee, eliminate the alternate assignments within lead~~
3 ~~and substitute compensation in accordance with this Article. If the President indicates~~
4 ~~that overload compensation is to be utilized, he or she shall also indicate the anticipated~~
5 ~~rate thereof prior to the submission of the grant application.~~
- 6 ~~F. Nothing herein shall be construed to limit the discretion of the College/ University to~~
7 ~~accept or reject any outside funded program or service or any grant.~~

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

Council of New Jersey State College
Locals, AFT, AFL-CIO

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
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ARTICLE XXI

SALARY AND FRINGE BENEFIT AGREEMENT
FOR JULY 1, ~~2019~~2015 to JUNE 30, ~~2023~~2019

Subject to the STATE Legislature enacting appropriations of funds for these specific purposes, and consistent with SAC regulations applicable to these employees, the STATE agrees to provide the following benefits effective at the time stated herein or, if later, within a reasonable time after enactment of the appropriation.

A. There shall be a ~~two and three-quarter~~ percent (~~21.75~~%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in ~~October~~July ~~2019~~2017 for twelve (12) month employees and the first full pay period in ~~October~~September ~~2019~~2017 for ten (10) month employees.

B. There shall be a ~~two and a half~~ percent (~~21.50~~%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in July ~~2020~~2018 for twelve (12) month employees and the first full pay period in September ~~2020~~2018 for ten (10) month employees.

C. There shall be a two percent (2%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in July 2021 for twelve (12) month employees and the first full pay period in September 2021 for ten (10) month employees.

D. There shall be a two percent (2%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in April 2022 for twelve (12) month employees and the first full pay period in June 2022 for ten (10) month employees.

EG. The salary schedule shall be adjusted as set forth in Appendix V to incorporate these increases for each step of each salary range. Each employee shall receive the increases by remaining at the step in the range occupied prior to the adjustments.

FD. Normal increments shall be paid to all employees eligible for such increments according to the terms of this Agreement and increments shall continue to be paid to eligible employees on their anniversary dates after the expiration of this Agreement. Employees who have been at the eleventh step of the same range for fifty-two (52) pay periods or longer shall be eligible for movement to the twelfth step if warranted by performance. ~~Employees shall be placed on the applicable Step in their applicable Range that they would have received during the period of July 1, 2015 to June 30, 2017 and did not receive because of the cessation of payment of increments after the expiration of the 2011-2015 Agreement. This placement shall take place on the first full pay period after July 1, 2017 for 12-month employees and the first full pay period after September 1 for 10-month employees. After June 30, 2017, employees next eligible step movement shall occur on their current anniversary date. Employees not at the top step as of July 1, 2017 who received a promotion or appointment to a title with a higher~~

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
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~~1 salary range (this does not apply to reclassifications) during the period of July 1, 2015
2 and June 30, 2017 will receive an additional increment in the range they are in as of
3 the first full pay period after July 1, 2017 for 12-month employees and first full pay
4 period after September 1, 2017 for 10-month employees. There shall be no retroactive
5 payment connected to the receipt of any increments in this paragraph.~~

G. Lump-Sum Payments

1. Employees, covered by this Agreement, who have completed at least 24
2 months at the top step in their current title/range on or before October 1, 2021 and who
3 remain in that same title/range as of October 1, 2021 shall receive a \$750 lump-sum
4 payment. In addition, collective negotiations employees who have completed at least
5 36 months of service at the top step in that same title/range as of October 1, 2021 shall
6 receive an additional \$250 lump-sum payment. Part-time employees, if any, shall be
7 eligible for a pro rata lump-sum payment. The aforementioned lump-sum payments
8 shall not be included in base salary.

2. Employees, covered by this Agreement, who have completed at least 24
3 months at the top step in their current title/range on or before October 1, 2022 and who
4 remain in that same title/range as of October 1, 2022 shall receive a \$750 lump-sum
5 payment. Part-time employees, if any, shall be eligible for a pro rata lump-sum
6 payment. The aforementioned lump-sum payment shall not be included in base salary.

HE. 1. The Career Development Program shall be funded by each College/University at the rate of \$60 per full-time unit member for each fiscal year of this Agreement.

2. Locally negotiated or accepted procedures shall be followed in the implementation of the Career Development program. To the extent that a College/University has a locally negotiated or accepted procedure, those procedures shall remain in full force and effect until such time as a change is negotiated. If no locally negotiated agreement is reached then changes, if any, shall be made in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations. If no locally negotiated or accepted procedure exists pursuant to 18A:60-10, the local Union and the College/University shall negotiate a procedure for the Career Development program in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations.

3. If after all grants in a given award cycle have been decided and there are monies left over from the Career Development, those monies shall be transferred to the Tuition Reimbursement program.

4. Nothing herein shall prevent a College/University from funding this program at a greater rate than prescribed above.

IF. Each employee shall receive the annual salary for the employee's range and step set forth in the salary schedules in Appendix V. Part-time employees shall be compensated in direct proportion to the percent of full-time workload except as provided

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1 in Articles XI.L, XI.N, XVI.J, and XVII.I, and will receive proportional increments.

2 **JG.** 1. The salary ranges for the 10-month faculty titles listed below will be as follows:

Instructor	Ranges 18, 20 and 21
Assistant Professor	Ranges 22, 24, 25 and X
Associate Professor	Ranges 26, 28, 29 and X
Full Professor	Ranges 30, 32, 33 and X

3 The salary ranges for the 12-month faculty titles listed below will be as follows:

Instructor	Ranges 21, 22 and 23
Assistant Professor	Ranges 25, 27, 28 and X
Associate Professor	Ranges 29, 31, 32 and X
Full Professor	Ranges 33, 35 and X

4 "X" means a position that has no salary range. The salary for each faculty person
5 in any academic rank in an "X" range position shall be set in the same manner as is
6 currently done for the "X" range Full Professor academic rank.

7 2. The College/University may, at its discretion, hire faculty at any step of any salary
8 range associated with any academic rank. Faculty hired, through the established faculty
9 hiring process at each College/University, in the "X"-range shall not exceed ten five
10 (105%) percent of the regular full-time faculty lines at the College/University. Each
11 College/University shall furnish the UNION with a list of any faculty members hired in the
12 "X"-range on an annual basis.

13 3. A faculty member who is hired at the "X" range (a salary which is beyond the
14 highest range and step in that academic rank) shall be informed in the appointment letter
15 that he/she shall receive only the across-the-board increases applicable to members of
16 the negotiations bargaining unit in each year of the Agreement and, at the discretion of
17 the University, may, in addition, receive a salary increase up to the amount of the
18 average increment available to other members of the negotiations unit at during the
19 term in which he/she holds the same academic rank.

20 4. a. The College/University may, at its discretion, increase the salary of any faculty
21 member to any step of any range, including the "X" range, associated with his/her
22 academic rank in response to a bona fide offer of employment or when it believes a bona
23 fide offer of employment could be imminent because of recent achievements and/or
24 other factors.

25 b. The College/University may, at its discretion, increase the salary of any
26 professional staff employee to any step of any range or librarian to any step of any range
27 associated with his/her concurrent academic rank in response to a bona fide offer of
28 employment or when it believes a bona fide offer of employment could be imminent
29 because of recent achievements and/or other factors.

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1 c. In any case when the College/University increases the salary of any
2 employee as provided in 4a and b above, the administration shall provide written notice
3 of the same to the UNION.

4 d. A faculty member in the "X" range who is promoted, through established
5 promotional process at each College/University, shall receive at least a five (5%)
6 percent increase and may be placed on step in the new title, provided that the step is
7 the one closest to but not less than five (5%) percent.

8 5. There shall be a Range Adjustment Program at each College/University where
9 full-time faculty are employed. Full-time faculty members who meet or exceed the merit-
10 based criteria established for range adjustments are eligible to be considered for and may
11 apply for a range adjustment within rank. The merit-based criteria will be established by
12 the College/University and published for the understanding of affected employees. The
13 procedures for consideration will be negotiated between the College/University and the
14 Local UNION. The procedures for consideration utilized in the College/University, if
15 universally applicable, or in a division, department or similar unit in which the faculty
16 member is employed, shall be fairly and equitably applied to all applicants and
17 nominees.

18 6. Article VII of the Agreement shall apply to range adjustments under the same
19 terms and limitations as such Article applies to faculty promotions.

20 **KH.** Where funds, funding obligations, leaves, or other benefits to employees are
21 allocated among the Colleges/Universities pursuant to this Agreement, the
22 College/University presidents shall designate an individual to calculate the specific
23 figures for each College/University. In making the calculation, said individual shall strictly
24 adhere to the terms of this Agreement concerning such allocation. After consulting with
25 the UNION, and prior to the distribution of any money to individuals, the designee shall
26 inform each College/University and the UNION of the specific figures for that
27 College/University.

28 **LI.** The parties to the Agreement understand that the public services provided to the
29 citizenry of the STATE of New Jersey require a continuing cooperative effort, particularly
30 during any period of severe fiscal constraints. They hereby pledge themselves to achieve
31 the highest level of services by jointly endorsing a concept of intensive productivity
32 improvements, which may assist in realizing that objective.

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

Council of New Jersey State College
Locals, AFT, AFL-CIO

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ARTICLE XXIV

VACATION – SICK LEAVE

D. Special Sick Leave

If an employee is medically unable to work full time, but is capable of working a reduced load, the employee may be permitted to work at such reduced load, receive full pay, and use pro rated earned sick leave to make up the difference between the reduced workload and the regular full-time workload. Earned sick leave used in this manner shall be deemed Special Sick Leave. The President or his/her designee may require appropriate medical documentation that the employee can work part time but not full time. Additionally, the President or his/her designee may consider operational needs in deciding whether the employee may work on a part-time basis, and may consider whether the employee has complied with the policies related to the use and reporting of sick leave, as defined in section C above, during the employee's period of employment at the College/University. If a faculty member takes Special Sick Leave, the period of the leave may be considered on a case-by-case basis, but normally such leave shall be for a full academic semester. Where Special Sick Leave is granted to a faculty member during the course of the semester, that leave shall continue until the end of the semester. In the event Special Sick Leave is granted for the following semester, it shall last the entire semester. Exceptions may be considered at the Local level on a case-by-case basis. Any subsequent request to use Special Sick Leave must be separately requested by the employee and will be separately considered by the President or his/her designee. An employee's request to use Special Sick Leave shall not be unreasonably denied.

DATED: 7/10/19

DATED:


State of New Jersey


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1

ARTICLE XXVI

2

LEAVES OF ABSENCE

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H. Special Leave: Time for Voting

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1. Professional Staff and Librarians shall be granted one (1) hour off with pay on Election Day for voting purposes.

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2. The hour used shall be taken either at the start or end of the employee's normally scheduled hours of work with advance notice given to the employee's supervisor.

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DATED: January __, 2020

DATED: January __, 2020

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1

ARTICLE XXVIII

2

TUITION REIMBURSEMENT

3 **A.** Employees enrolled in a terminal degree program related to their areas of teaching or
4 work as approved by the President of the College/University may receive tuition
5 reimbursement at a rate of ~~\$175~~**\$150** per credit or the actual tuition, whichever is less,
6 during the term of this Agreement.

7

8 ~~C. The Tuition Reimbursement Program shall be funded by each College/University at~~
9 ~~the rate of \$25 per full-time unit member for each fiscal year of this Agreement, except~~
10 ~~that the President may make additional funds available. The President will advise~~
11 ~~employees by no later than July 15 of the year involved of the amount of funds~~
12 ~~available. If after all grants in a given award cycle have been decided and there are~~
13 ~~monies left over, these monies shall be transferred to the Career Development~~
14 ~~Program.~~

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

Council of New Jersey State College
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ARTICLE XXIX

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PERSONNEL FILES

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E. An employee shall be given the opportunity to review the contents of his or her personnel file upon request/application at a mutually agreed upon time. The employee shall have the opportunity to acknowledge that any item has been read by signing the file copy. Such signature would not necessarily indicate agreement with its content nor will the absence of such signature be construed to necessarily indicate that the employee had not received or read any item in the personnel file.

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J. Materials may be removed from an employee's personnel file upon mutual agreement of the employee and the President of the College/University or his or her designee. After five (5) years from the date of the issuance of a written warning, including a counseling memo, the written warning, including a counseling memo, shall be removed from the personnel file upon written request of the employee, provided the employee is not served with another written warning, including a counseling memo, prior to the expiration of the five (5) years. This sunset provision does not apply to written warnings, including counseling memos, issued for incidents of workplace violence, harassment, violations of the New Jersey State and/or College/University Policy Prohibiting Discrimination in the Workplace, violations of Title 9 and findings of violations of the State or College/University Codes of Ethics by the State Ethics Commission. Should the College/University determine that removal of materials from an employee's personnel file could have the potential of significant current or future damage or threat to the College/University, its reputation, its employees, or its students, the College/University shall have the discretion to deny the request, provided that said denial is not unreasonable.

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DATED: 7/10/19

DATED:


State of New Jersey


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**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
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ARTICLE XXXIII

INTELLECTUAL PROPERTY AND SCHOLARLY WORKS/COPYRIGHT OWNERSHIP

Intellectual property and scholarly works shall be negotiated locally in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations provided that no College/University shall impose any negotiable terms and conditions without exhausting PERC's impasse procedures. Notwithstanding any language in this Agreement to the contrary and for purposes of this provision only, matters of compensation set forth in a local agreement once negotiated or imposed pursuant to this Article, regarding intellectual property and scholarly works, shall be enforceable through binding arbitration and subject to the provisions under Article VII. Nothing contained herein shall in any way affect the terms and/or continued application of any locally negotiated agreement.

~~The creation of copyrighted works is one of the ways the College/University fulfills its mission of contributing to the body of knowledge for the public good. The College/University encourages the creation of original works of authorship and the free expression and exchange of ideas.~~

~~This Article is intended to embody the spirit of academic tradition, which provides copyright ownership to employees for scholarly and aesthetic copyrighted works, and is otherwise consistent with the United States Copyright Law, which provides copyright ownership to the College/University for its employment-related works.~~

~~For purposes of this Article, "incidental use" means normal academic use of resources commonly available to the employee such as the use of an employee's office, computer, Internet services, library facilities and/or office equipment.~~

A. Ownership of Copyright

~~1. When a member of the negotiations unit during the course of his or her employment creates a product that constitutes copyrightable property, the ownership of copyright to such property shall reside as follows:~~

~~a. Employees shall be the sole owners of the copyright if:~~

~~(1) The copyrightable property is embedded in textbooks, manuscripts, scholarly works, works of art or design, musical scores and performances, dramatic works and performances, choreographic works, popular fiction and non-fiction works, poems, or other works of the kind that have historically been deemed in academic communities to be the property of their author, including lecture notes, course outlines, handouts, exercises and tests developed by employees to support their own teaching activities unless covered under b. below; or~~

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1 ~~(2) The copyrightable property is embodied in a storage medium~~
2 ~~such as films, videos, audio recordings, multimedia materials, distance learning~~
3 ~~materials, and courseware unless covered under (b) below; or~~

4 ~~(3) The copyrightable property has been released by the~~
5 ~~College/University to the creator; or~~

6 ~~(4) The copyrightable property is created on sabbatical leave~~
7 ~~with no more than incidental use of College/University facilities.~~

8 ~~b. The College/University shall be the sole owner of the copyright if:~~

9 ~~(1) The copyrightable property is embodied in a work that is~~
10 ~~commissioned by the College/University pursuant to a signed contract; or~~

11 ~~(2) The copyrightable property is embodied in a work that the~~
12 ~~employee is specifically assigned to create; or~~

13 ~~(3) The College/University indicates, in writing, at the time it~~
14 ~~grants an alternate assignment within load, that it intends to claim ownership of copyright~~
15 ~~to any work made possible by the alternate assignment; or~~

16 ~~(4) The copyrightable property is created with more than~~
17 ~~incidental use of College/University facilities or financial support.~~

18 ~~c. The ownership rights described in (b) above may be modified by an~~
19 ~~agreement between the creator and the College/University.~~

20 ~~d. Copyright ownership of any type of recorded synchronous course~~
21 ~~shall be determined by mutual agreement between the creator and the~~
22 ~~College/University. The parties shall enter such agreement prior to the recording of the~~
23 ~~course.~~

24 ~~e. The copyrightable property that is created in the course of research~~
25 ~~supported by the College/University which is funded by the College/University and/or a~~
26 ~~sponsor pursuant to a grant or research agreement, or which is subject to a materials~~
27 ~~transfer agreement, confidential disclosure agreement or other legal obligation affecting~~
28 ~~ownership, will be governed by the terms of such grant or agreement, as approved by~~
29 ~~the College/University. The College/University will ordinarily own copyright to such~~
30 ~~property.~~

31 **B. Royalties and Licenses**

32 ~~1. Where the College/University owns the copyright to the work, the~~
33 ~~College/University shall retain all royalties or other benefits from any commercialization of~~
34 ~~such work, unless there is a mutual written agreement between the creator and the~~
35 ~~College/University regarding shared ownership of copyright to such work.~~

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1 ~~2. Where the employee owns the copyright to the work pursuant to A.1(a)~~
2 ~~above, the employee shall retain all royalties or other benefits from any~~
3 ~~commercialization of the copyrightable property he/she owns. However, the~~
4 ~~College/University reserves the right to use the copyrightable property royalty-free as long~~
5 ~~as it is a viable course, unless the creator has specifically demonstrated that such royalty-~~
6 ~~free use significantly impairs the creator's right to commercialize the copyrightable~~
7 ~~property he or she owns. The employee may make reasonable revisions or updates at~~
8 ~~his or her discretion upon notification to the Provost/Vice President for Academic Affairs.~~

9 **~~C. Appeals — Copyright Ownership Rights Committee~~**

10 ~~The Copyright Ownership Rights Committee is an ad hoc committee, which shall~~
11 ~~be called into session by the President or his/her designee at such time when an appeal~~
12 ~~has been made regarding any disputes under this Article. The Committee is composed~~
13 ~~of four members.~~

14 ~~The President shall appoint the four members of the Committee; at least three of~~
15 ~~the members shall be faculty members. Prior to appointing the three faculty members, the~~
16 ~~College/University shall consult with the Union. The Committee shall review the dispute,~~
17 ~~keep a record of its proceedings, and make a written recommendation to the Provost/Vice~~
18 ~~President for Academic Affairs, who shall render a decision on behalf of the~~
19 ~~College/University.~~

20 ~~The Union may appeal the decision of the Provost/Vice President for Academic~~
21 ~~Affairs within twenty (20) days of the decision directly to advisory arbitration under Article~~
22 ~~VII. The parties shall mutually agree on an arbitrator. The arbitrator shall be required to~~
23 ~~have experience with and be knowledgeable about issues involved in the dispute.~~

24 **D.** This Article does not apply to Thomas Edison State University.

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

Council of New Jersey State College
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**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
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ARTICLE XXXIV

ONLINE COURSES

Online courses shall be negotiated locally in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations, provided that no College/University shall impose any negotiable terms and conditions without exhausting PERC's impasse procedures. Notwithstanding any language in this Agreement to the contrary and for purposes of this provision only, matters of compensation set forth in a local agreement negotiated or imposed pursuant to this Article, regarding online courses, shall be enforceable through binding arbitration and subject to the provisions under Article VII. Nothing contained herein shall in any way affect the terms and/or continued application of any locally negotiated agreement.

~~A. Online courses are those courses in which students primarily access materials, communicate with the instructor, and/or communicate with each other by e-mail, the internet, or local computer network.~~

~~B. Creation of online courses or conversion of existing courses to online courses shall follow the same approval process as that for traditional classroom courses, except where a College/University has a policy that provides otherwise.~~

~~C. Employees who develop an online course as a part of their approved workload shall receive an alternate assignment within load that is adequate for developing the course.~~

~~D. Employees who teach an online course and have not previously taught an online course, shall be given priority consideration for tuition reimbursement and career development funds in the summer or preceding semester.~~

~~E. In the event that an existing online course is to be revised, the employee shall receive an alternate assignment within load to revise the course if the Provost/Vice President for Academic Affairs determines that the extent of necessary revision so warrants.~~

~~F. Employees shall be compensated for teaching online courses at the same rate that they are compensated for teaching the course on campus. Employees teaching an online course for the first time shall receive one additional credit, which is a one (1) time payment only.~~

~~G. Consistent with College/University policies and practices for determining class size, the Provost/Vice President for Academic Affairs, after reviewing the enrollment for each online course at the end of the drop/add period and after discussion with the affected employee, may provide either additional course credit or support to the employee in the form of student assistants or other appropriate means as necessary.~~

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1 ~~H~~. This Article does not apply to Thomas Edison State University.

DATED: January __, 2020

DATED: January __, 2020

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Tentative Agreements**

1

ARTICLE XLII

2

NEGOTIATION PROCEDURES

3

A. New Agreement

4

1. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, ~~2023~~2019 subject to the provisions set forth in Article XLIII, Duration and Termination.

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2. Such collective negotiations shall commence no later than October 1, ~~2022~~2018, unless an alternative date is mutually agreed upon, and shall be concluded by February 1, ~~2023~~2019, if possible.

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B. The parties agree to negotiate in good faith on all matters properly presented for negotiation.

11

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

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12

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Tentative Agreements**

1

ARTICLE XLIII

2

DURATION AND TERMINATION

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This Agreement shall remain in full force and effect from July 1, ~~2019~~²⁰¹⁵ until
4 June 30, ~~2023~~²⁰¹⁹. The Agreement shall automatically be renewed from year to year
5 thereafter, unless either party shall give the other party written notice of its desire to
6 terminate, modify or amend this Agreement. Such notice shall be given the other party
7 in writing by facsimile and/or email no later than October 1, ~~2022~~²⁰¹⁸ or October 1 of
8 any succeeding year for which this Agreement is automatically renewed. Any notice
9 transmitted pursuant to this provision shall be sent to the STATE addressed to "Director,
10 Office of Employee Relations, CN-228, Trenton New Jersey, 08625" and the UNION
11 addressed to "President, Council of New Jersey State College Locals, AFT, AFL-CIO,
12 1432 Morris Avenue, Union, New Jersey 07083."

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

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1

APPENDIX I

2

**MULTI-YEAR APPOINTMENTS
FOR FULL-TIME PROFESSIONAL STAFF**

3

4

ARTICLE I: CONTRACTS FOR FULL-TIME PROFESSIONAL STAFF (NON-FACULTY)

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F. Review/Notification Timetable

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By October 1 of each year, the President of the College/University, in consultation with the Local UNION, shall establish and publish the schedule of times for the initiation/completion of the basic steps in the review and evaluation of professional staff eligible for multi-year appointment or reappointment contracts. Such schedule shall not violate any provision of the Agreement.

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Eligible professional staff members must be notified by the President no later than ~~February 1~~~~December 24~~ in their fifth year of service of their reappointment or non-reappointment to a contract of three (3) fiscal years in length.

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DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

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**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)
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1

LETTER OF AGREEMENT IX

2

**TUITION WAIVER FOR DEPENDENT CHILDREN, SPOUSES AND PARTIES TO A
3 CIVIL UNION**

3

4

A. The dependent children, spouse, or party to a civil union with a unit employee ~~who~~
5 ~~has been~~ employed by the College/University for three (3) ~~five (5)~~ years shall be eligible
6 for a tuition waiver program at the College/University where the unit member is
7 employed provided:

8

1. The student fulfills the academic and administrative requirements for
9 admissions.

9

10

2. Eligibility

11

a. Student must be a dependent child of the employee based upon
12 IRS definitions, or a spouse of the employee, or a party to a civil union with the
13 employee as defined by NJSA 37:1-29 et. al.

13

14

b. Student must apply for all available Federal and State grants and/or
15 scholarships by submitting the FAFSA from each year. For students who receive financial
16 aid, the grants and scholarships (gift aid) will be applied to tuition first. Private grants
17 received and earmarked for "tuition only" also will be applied to tuition first. The
18 College/University shall waive at least 60/40% of tuition not covered by the scholarships
19 or grants.

19

20

c. Students must be matriculated, studying for their first baccalaureate
21 degree and must remain in good academic standing in accordance with the
22 College/University regulations.

22

23

d. If an employee dies while employed in an eligible position, and if his
24 or her dependent child was admitted or enrolled under the program at the time of the
25 employee's death, he or she shall be eligible for the program until completion of the first
26 baccalaureate degree. All policies and restrictions otherwise applicable to this tuition
27 waiver will apply.

27

28

e. This program shall not affect existing locally negotiated dependent
29 tuition program agreements, except to the extent the local agreement does not meet the
30 minimum standards set forth in this Letter of Agreement article.

30

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3. Benefits

32

Students shall receive at least 60/40% tuition waiver in a program leading to
33 the first baccalaureate degree up to the number of credits required by the degree program
34 for graduation.

34

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1 4. Any decision by a College/University pursuant to this letter of agreement
2 to waive more than 60% of tuition not covered by the scholarships or grants shall not be
3 precedential as to any future requests.

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

Council of New Jersey State College
Locals, AFT, AFL-CIO

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1 **LETTER OF AGREEMENT XIV**

2 **NON-TENURED TRACK TEACHING POSITIONS**

3 **A. Definitions**

4 The title of "Non-Tenured Track Teaching Position (hereinafter referred to as NTTP)
5 encompasses all existing titles of Lecturer, Senior Lecturer, Clinical Specialist,
6 Instructional Specialist and any other non-tenured track teaching position created by a
7 College/University, if appropriate.

8 **B. Limitations**

9 The total number of NTTPs appointed shall not exceed thirty five percent (35%) of the
10 regular tenure-track faculty lines at a College/University. Each College/University shall
11 furnish the UNION with a list of any negotiations unit members appointed pursuant to
12 this Letter of Agreement no later than October 15 of each academic year.

13 As of July 1, 2019, institutions where the total number of NTTPs exceed thirty five
14 percent (35%) of the regular tenure-track faculty lines shall not be required to reduce
15 the number of NTTP faculty. However, no new NTTP appointments shall be made until
16 existing NTTP falls below the thirty five percent (35%) limit.

17 **C. Compensation for NTTPs**

18 1. For ten (10) month NTTPs: the minimum salary shall be no less than
19 \$50,000.00. This minimum salary will not apply to any NTTP currently working under an
20 individual contract.

21 2. For twelve (12) month NTTPs: the minimum salary shall be no less than
22 \$57,000.00. This minimum salary will not apply to any NTTP currently working under an
23 individual contract.

24 3. During the term of the collective negotiations agreement, in the event that an
25 NTTP is, on or after July 1, 2020, retained on a multi-year contract or is rehired for the
26 immediately succeeding year (either on a single-year or multi-year contract), the NTTP
27 shall receive the across-the-board increase for applicable fiscal year(s).

28 a. NTTPs currently working under a multi-year individual contract will
29 receive the two (2) percent across-the-board salary increase on July 1, 2020, but
30 the minimum salaries will not apply to them until their individual contract term has
31 expired.

32 b. Effective July 1, 2020, NTTPs who are rehired for the immediately
33 succeeding year (either on a single-year or multi-year contract) and who are not
34 making the minimum salary will receive the two (2) percent across-the-board

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1 salary increase or have their salary raised to the minimum salary, whichever is
2 greater.

3 c. The across-the-board increase will not be stacked with any locally
4 negotiated increase or any increase provided for under an individual contract
5 (including, but not limited to, steps and/or COLA increases). In such
6 circumstances, the NTTP shall be entitled to the greater of the across-the-board
7 increase provided for herein or any locally negotiated increase/increase under his
8 or her individual contract.

9 4. Nothing herein shall limit a College/University from employing NTTP for any
10 other duration (e.g., nine (9) month NTTP positions), except that pro-rated salaries shall
11 be based on a ten (10) month annual salary.

12 5. Except as specifically set forth herein, this Letter of Agreement shall not apply
13 to any NTTP who is already working under an existing individual contract.

14 D. The following Articles of the State-Union Agreement shall apply to NTTPs so long as
15 the individual NTTP meets all eligibility requirements under each enumerated provision:

16 Article V-Academic Freedom

17 Article VI-Dues Deduction

18 Article XIX-Health Benefits

19 Article XXIII-Travel Reimbursement, when travel is required by the
20 College/University

21 Article XXIV-Sick Leave A & C

22 Article XXV-Holidays*

23 Article XXIX-Personnel Files

24 Letter of Agreement IV-Health Benefits in Retirement

25 Letter of Agreement XI-Pension

26 *NTTPs will not be eligible for an alternate day off in the event they are required to work
27 on a legal holiday or on a holiday declared by the Governor.

28 Additional Articles of the State-Union Agreement may be applied in whole or in part to
29 NTTPs through Local negotiations.

30 E. The STATE and the UNION agree that the provisions of this Letter of Agreement
31 shall apply equally to all negotiations unit members employed as NTTP. The STATE

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1 and the UNION agree that there shall be no intimidation, interference, or discrimination
2 because of age, sex, sexual orientation, marital status, familial status, race, color,
3 creed, national origin, disability, physical handicap, or political activity, private conduct
4 or union activity, which is permissible under law and which does not interfere with an
5 NTTP employee's employment obligation or because of their liability for service in the
6 Armed Forces of the United States.

7 **F. Local Agreements**

8 Subject to the parameters set forth herein, all terms and conditions of employment
9 regarding NTTPs shall be Locally negotiated in accordance with the New Jersey
10 Employer-Employee Relations Act and its governing regulations, provided that (a) no
11 College/University shall impose any negotiable terms or conditions of employment upon
12 a Local union without exhausting PERC's impasse procedures (N.J.A.C. 19:12-1.1) and
13 (b) such agreement regarding terms and conditions of employment, once negotiated or
14 imposed pursuant to this Letter of Agreement shall be enforceable through binding
15 arbitration and subject to the provisions under Article VII.

16 This Letter of Agreement shall not apply to employees at Thomas Edison State
17 University.

DATED: January __, 2020

DATED: January __, 2020

State of New Jersey

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DATED: January __, 2020

DATED: January __, 2020

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